

Exhibit "D"
Term Sheet

**Term Sheet for the Sale of Substantially
All of the Assets of Lawrence Schiff Silk Mills, Inc.**

Purchaser	CSS Industries, Inc. ("CSS"), or an affiliate to be designated by CSS, in its sole discretion
Seller	William G. Schwab, chapter 11 Trustee of Lawrence Schiff Silk Mills, Inc. ("LSSM")
Assets to be acquired	<ol style="list-style-type: none"> 1. All assets of LSSM to be defined in greater detail in the Asset Purchase Agreement (the "Agreement") and including the assets identified on Exhibit A, but excluding the Excluded Assets. 2. Executory contracts designated for assumption by Purchaser (the "Designated Contracts"). 3. At Closing, the assets to be acquired will be conveyed on an as is, where is basis, with all faults and without any representation or warranty of any kind whatsoever, except as set forth in the Agreement.
Procedure for Assuming Contracts	<ol style="list-style-type: none"> 1. On or before the bid procedures hearing date, Purchaser shall identify the Designated Contracts, and Seller shall identify the cure amount on each Designated Contract, if any. Payment of cure costs, if any, shall be mutually agreed upon by the Seller and Purchaser, and the Purchase Price at Closing will be adjusted to reflect such mutual agreement. 2. Cure costs, if any, shall be included in the notices to contract parties approved by the Bankruptcy Court. 3. Purchaser shall provide sufficient information to demonstrate adequate assurance of future performance on each Designated Contract. 4. The assumption and assignment of the Designated Contracts shall be approved in the Sale Order.
Excluded Assets	<ol style="list-style-type: none"> 1. All cash of Seller on hand as of the Closing Date. 2. All leases, and all other executory contracts which are not Designated Contracts. 3. All causes of action, claims for damages, and rights of set off and recoupment, including, but not limited to all claims and causes of action arising under Chapter 5 of the Bankruptcy Code. 4. The Excluded Assets identified on Exhibit B hereto. 5. Other assets designated for exclusion by Purchaser, which designation shall be provided by Purchaser prior to the Closing.
Asset Storage	Purchaser shall take possession of and title to the Acquired Assets on the Closing Date but shall be permitted to store the Acquired Assets at Seller's place of business for a period of time to be determined, subject to Purchaser's satisfaction of costs incurred with respect to the storage, including rent and insurance.
Purchase Price	\$900,000 in cash, \$800,000 of which will be paid at Closing and the remaining \$100,000 shall be paid within 5 days after Seller provides Purchaser with the processes associated with the manufacture of ribbon by LSSM for Tiffany &

	Co., Inc., the adequacy of which shall be reasonably determined by Purchaser.
Transaction Structure	The transaction will be structured as a purchase and sale of assets in accordance with Section 363 of the U.S. Bankruptcy Code, with all assets being conveyed to Purchaser free and clear of all liens, claims and encumbrances. In the event a higher and better offer for the assets is approved in the sale order, Purchaser shall receive a break up fee of 5% of the Purchase Price plus reimbursement of reasonable costs and expenses incurred by Purchaser in connection with the sale process in an amount not to exceed \$10,000.
Sale Time Line	<ol style="list-style-type: none"> 1. Sale and bid procedure motion will be filed on or before June 10, 2016. 2. Bid procedures hearing will be held as soon as practicable to insure that sale time line is maintained. 3. Deadline for overbids will be June 28, 2016. 4. Auction will be conducted by telephone on June 29, 2016. 5. Sale hearing will be held on or before July 8, 2016. 6. Sale order acceptable to Purchaser will be entered on or before July 11, 2016. 7. Closing will occur on or before July 31, 2016.
Seller Representations and Warranties	<ol style="list-style-type: none"> 1. Authority representations by Seller to purchaser. 2. Title to the assets to be acquired.
Purchaser Representations and Warranties	<ol style="list-style-type: none"> 1. Authority representations by Purchaser to Seller.
Closing Conditions	<ol style="list-style-type: none"> 1. Execution of the Agreement by Purchaser and Seller. 2. Entry of the Bid Procedures Order by the Bankruptcy Court. 3. Entry of the Sale Order by the Bankruptcy Court, which shall have become a final order. 4. Agreement between Purchaser and Seller on reasonable post-Closing storage terms for Acquired Assets.
Other Terms	The Agreement shall include other terms and conditions commonly used in agreements for the sale of assets in similar transactions.

EXHIBIT "A"
ASSETS TO BE ACQUIRED

At a minimum, assets to be acquired shall include, without limitation, the following:

- All inventory at Closing, including, without limitation, finished goods, greige inventory and raw materials.
- All LSSM intellectual property, including, without limitation, all dying, finishing and weaving formulations, documentation and processes, including for the Tiffany business; all equipment plans, drawings, schematics and similar documentation; all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions and reexaminations thereof; all trademarks, service marks, trade dress, logos, trade names, and corporate names; all copyrightable works, all copyright rights, and all applications, registrations and renewals in connection therewith; all computer software (including object and executable code, scripts, source code, data, databases, and related documentation, including but not limited to installation and operation manuals) (collectively, "Software"); all trade secrets; all Internet websites, including domain name registrations and content and Software; all other proprietary rights; all telephone and facsimile numbers; all customers lists, names, email addresses and sales history relating thereto; all rights to recover all past, present and future infringement of any of the foregoing; and all copies and tangible embodiments thereof (in whatever form or medium).
- All assets relating to the Tiffany business, including, without limitation, all inventory and all equipment identified below.
- The following equipment: all Taiho screen presses, all transfer printing equipment, all hotstamp equipment, all needle looms, all blocking/spooling equipment, all sewing and merrowing machines, all compacting equipment, all beams, and all over the road vehicles.

EXHIBIT "B"
EXCLUDED ASSETS

In addition to excluded assets as described on the attached non-binding term sheet, the following assets shall be excluded:

- all finishing ranges not used for acetate and/or skien dying
- all dye ranges not used for acetate
- all slashers not used for acetate
- all skien dye cells
- all shuttle looms and associated bobin winders
- all boilers
- all compressors
- all shop equipment
- all warehouse racking
- certain warehouse material handling equipment
- all office furniture